

# INFORMATION TO OFFERORS OR QUOTERS

(Section A - Cover Sheet)

1 SOLICITATION NO.  
N00174-03-R-0027

2. (X one)  
a. SEALED BID  
☒ b. NEGOTIATED (RFP)  
c. NEGOTIATED (RFQ)

## INSTRUCTIONS

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segragated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documenrts and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

Supply Department, Code 1142J  
Indian Head Div, NAVSURFWARCEN  
101 Strauss Avenue  
Indian Head, Md. 20640

4. ITEM TO BE PURCHASED (Brief description)

BEAKERS AND EXTERIOR INSULATOR

5. PROCUREMENT INFORMATION (X and complete as applicable)

☒ a. THIS IS A FULL AND OPEN PROCUREMENT  
☐ b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)  
☐ (1) Small Business ☐ (2) Labor Surplus Area Concern ☐ (3) Combined Small Business/ Labor Area Concern

6. ADDITIONAL INFORMATION:

POC: KAREN TINDLEY, 1142J  
Email: tindleyka@ih.navy.mil  
Tel: (301)744-6385 Fax: (301)744-6547

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL

7 NAME AND ADDRESS  
Karen Tindley  
ADDRESS SAME AS BLOCK 3

TELEPHONE (Area Code, No. & Ext.)  
(301)744-6385

NO  
COLLECT  
CALLS

8. REASONS FOR NO RESPONSE (X all that apply)

<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify) _____ THE TYPE OF ITEMS INVOLVED _____		
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED			
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX  
STAMP  
HERE

FROM:

SOLICITATION NUMBER	
N00174-03-R-0027	
DATE (YYMMDD)	LOCAL TIME
9-Jun-03	3:00 p.m.

TO: SUPPLY DEPARTMENT  
INDIAN HEAD DIVISION, NSWC  
101 STRAUS AVENUE  
INDIAN HEAD, MARYLAND 20640  
CODE:1142J

FOLD

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 48	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-03-R-0027		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 07 May 2003	6. REQUISITION/PURCHASE NO. 2121023610000	
7. ISSUED BY			CODE	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
				<b>See Item 7</b>			
TEL:				TEL:			
FAX:				FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 1558</u> until <u>15 00</u> local time <u>09 Jun 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME KAREN TINDLEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6385		C. E-MAIL ADDRESS tindleyka@ih.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		10		J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		12	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE		14	X	K	REPRESENTATIONS, CERTIFICATIONS AND
X	F	DELIVERIES OR PERFORMANCE		15			OTHER STATEMENTS OF OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		18	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		22	X	M	EVALUATION FACTORS FOR AWARD
							29
							40
							45
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## SECTION B Supplies or Services and Prices

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	SR 121 Rocket Motor Beakers IAW With Drawing 13281001 Rev D, ASME Y14.100, ASME Y14.24, ASME Y14.34M, ASME Y14.35M, ASTM D 709, MIL-STD-9916, A-A-208 Rev B, FED-STD-595 Rev B, ASTM-D792, ASTM D695 Rev B and ASTM-D229				
0001AA	FIRST ARTICLE SAME AS ITEM 0001	5	EA	\$	\$

## STEPPLADDER PRICING

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001AB	FIRST ARTICLE PRODUCTION (SAME AS CLIN 0001)				
		1-100	EA		
		101-200	EA		
		201-300	EA		
		301-400	EA		
		401-500	EA		
		501-600	EA		

## STEPPLADDER PRICING

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001AC	PRODUCTION IF FIRST ARTICLE IS WAIVED SAME AS CLIN 0001				
		1-100	EA		
		101-200	EA		
		201-300	EA		
		301-400	EA		
		401-500	EA		
		501-600	EA		

## STEPPLADDER PRICING

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0002	OPTION YEAR 1 SR 121 Rocket Motor Beakers SAME AS CLIN 0001				

1-100 EA  
 101-200 EA  
 201-300 EA  
 301-400 EA  
 401-500 EA  
 501-600 EA

**STEPPLADDER PRICING**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION YEAR 2 SR 121 Rocket Motor Beakers Same As CLIN 0001				

1-100 EA  
 101-200 EA  
 201-300 EA  
 301-400 EA  
 401-500 EA  
 501-600 EA

**STEPPLADDER PRICING**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION YEAR 3 SR 121 Rocket Motor Beakers SAME AS CLIN 0001				

1-100 EA  
 101-200 EA  
 201-300 EA  
 301-400 EA  
 401-500 EA  
 501-600 EA

**STEPPLADDER PRICING**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0005	OPTION YEAR 4 SR 121 Rocket Motor Beakers SAME AS CLIN 0001				

1-100 EA  
 101-200 EA  
 201-300 EA  
 301-400 EA  
 401-500 EA  
 501-600 EA

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0006	SR 121 Rocket Motor Exterior Insulator IAW With Drawing 13280999 Rev A, ASME Y14.100, ASME Y14.24, ASME Y14.34M, ASME Y14.35M, ASTM D 709, MIL-STD-1916, A-A-208 Rev B, FED-STD-595 Rev B, ASTM-C335, ASTM D696 Rev B and ASTM-D570				
0006AA	FIRST ARTICLE SAME AS ITEM 0006	5	EA	\$	\$

**STEPPLADDER PRICING**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0006AB	FIRST ARTICLE PRODUCTION (SAME AS ITEM 0006)				
		1-100	EA		
		101-200	EA		
		201-300	EA		
		301-400	EA		
		401-500	EA		
		501-600	EA		

**STEPPLADDER PRICING**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0006AC	PRODUCTION IF FIRST ARTICLE IS WAIVED SAME AS CLIN 0006				
		1-100	EA		
		101-200	EA		
		201-300	EA		
		301-400	EA		
		401-500	EA		
		501-600	EA		

**STEPPLADDER PRICING**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0007	OPTION YEAR 1 SR 121 Rocket Motor Exterior Insulator SAME AS CLIN 0006				
		1-100	EA		

101-200 EA  
 201-300 EA  
 301-400 EA  
 401-500 EA  
 501-600 EA

**STEPPLADDER PRICING**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0008	OPTION YEAR 2 SR 121 Rocket Motor Exterior Insulator SAME AS CLIN 0006				
		1-100	EA		
		101-200	EA		
		201-300	EA		
		301-400	EA		
		401-500	EA		
		501-600	EA		

**STEPPLADDER PRICING**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0009	OPTION YEAR 3 SR 121 Rocket Motor Exterior Insulator SAME AS CLIN 0006				
		1-100	EA		
		101-200	EA		
		201-300	EA		
		301-400	EA		
		401-500	EA		
		501-600	EA		

**STEPPLADDER PRICING**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0010	OPTION YEAR 4 SR 121 Rocket Motor Exterior Insulator SAME AS CLIN 0006				
		1-100	EA		
		101-200	EA		
		201-300	EA		
		301-401	EA		

401-501 EA  
501-600 EA

ITEM	SUPPLIES/SERVICES	QTY	UNIT	PRICE	AMOUNT
0011	SR 121 Rocket Motor Forward Fairing IAW With Drawing 1335007 Rev A, ASME Y14.100, ASME Y14.24, ASME Y14.34M, ASME Y14.35M, ASTM D 5948, A-A-208 Rev B and MIL-STD-1916 Rev B. Attachment (3) Request for Deviation #W2-00 applies to this CLIN.				
0011AA	FIRST ARTICLE SAME AS ITEM 0011	5	EA	\$	\$
0011AB	FIRST ARTICLE PRODUCTION				

## STEPPLADDER PRICING

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
		1-100	EA		
		101-200	EA		
		201-300	EA		
		301-400	EA		
		401-500	EA		
		501-600	EA		

## STEPPLADDER PRICING

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0011AC	PRODUCTION IF FIRST ARTICLE IS WAIVED SAME AS CLIN 0011				
		1-100	EA		
		101-200	EA		
		201-300	EA		
		301-400	EA		
		401-500	EA		

## STEPPLADDER PRICING

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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0012 OPTION YEAR 1 SR 121 Rocket Motor Forward Fairing  
SAME AS CLIN 0011

1-100 EA  
101-200 EA  
201-300 EA  
301-400 EA  
401-500 EA  
501-600 EA

#### STEPPLADDER PRICING

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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0013 OPTION YEAR 2 SR 121 Rocket Motor Forward Fairing  
SAME AS CLIN 0011

1-101 EA  
101-201 EA  
201-301 EA  
301-401 EA  
401-501 EA  
501-600 EA

#### STEPPLADDER PRICING

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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0014 OPTION YEAR 3 SR 121 Rocket Motor Forward Fairing  
SAME AS CLIN 0011

1-100 EA  
101-200 EA  
201-300 EA  
301-400 EA  
401-500 EA  
501-600 EA

#### STEPPLADDER PRICING

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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0015 OPTION YEAR 4 SR 121 Rocket Motor Forward Fairing  
SAME AS CLIN 0011

1-100 EA  
101-200 EA  
201-300 EA  
301-400 EA  
401-500 EA  
501-600 EA

### **Beakers**

The following Specs referenced in US AMCOM Drawing 13281001 have been cancelled and replaced as noted:

- a. DOD STD 100 has been cancelled and referred to ASME Y14 Series.
- b. MIL-STD-105 has been cancelled and referred to MIL-STD-1916.
- c. L-P-509 has been cancelled and ASTM D709 is to be used as its replacement.

### **Motor Exterior Insulator**

The following Specs referenced in US AMCOM Drawing 13280999 have been cancelled and replaced as noted:

- a. DOD-STD-100 has been cancelled and referred to ASME Y14 Series.
- b. L-P-509 has been cancelled and ASTM D709 is to be used as it's replacement.
- c. TT-I-1795 has been cancelled and superseded by A-A-208.
- d. MIL-STD-105 has been cancelled and referred to MIL-STD-1916.
- e. FED-STD-406 has been cancelled and ASTM D570 is to be used for the Water Absorption Test.

### **Forward Fairing**

The following Specs referenced in US AMCOM drawing 13350007 has been cancelled and replaced as noted:

- a. DOD STD 100 has been cancelled and referred to ASME Y14 Series.
- b. MIL-STD-105 has been cancelled and referred to MIL-STD-1916.

**Should the Government choose to exercise the stepladder options, each option will be exercised for one quantity only. Under no circumstance will the options be exercised for all four quantities. Once a particular option has been exercised, that option is no longer available.**

**The Government will not furnish any molds or equipment for the manufacture of these items.**

**THE GOVERNMENT RESERVES THE RIGHT TO AWARD BY ITEM, OFFERORS MAY, AT THEIR  
OPTION, PROPOSE ON AN OR ALL ITEMS.**

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## SECTION C Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

**HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)**

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

**HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

**HQ C-2-0062 - WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)**

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s)

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(Offeror to fill in contract number(s), as applicable. See Section M)

## SECTION D Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

**HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**HQ D-1-0004 - PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)**

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

**HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

**HQ D-2-0006 - MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)**

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

**IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000**

- (a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."
- (b) Additional markings are stated below:

Contract No: **N00174-03-C**

Bldg: **1049**

Code: **2110WW**

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

## SECTION E Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

**IHD 44 - INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (NAVSEA/IHD) FEB 2000**

(a) Initial inspection of the supplies to be furnished hereunder shall be made by **Government** at the contractor's or subcontractor's plant located at \_\_\_\_\_. The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions shall not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by **Government** within **15 days after receipt of material**.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

**IHD 45 - SAMPLING OF RECEIVED MATERIAL - ORDNANCE MATERIAL AND ORDNANCE COMPONENT PARTS (NAVSEA/IHD) FEB 2000**

(a) When the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. receipt inspects ordnance material or ordnance component parts under this contract for Naval rockets or missiles, the following sampling procedures will be used:

MIL-STD-105D - Level I with:  
 AQL of .065 for criticals  
 AQL of 1.00 for majors  
 AQL of w.50 for minors

(b) In all cases the acceptance number will be ZERO (0), the entire lot will be rejected for any defect.

(c) Notwithstanding the above, the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. may, at its discretion, accept a defect on a waiver on a case-by-case basis.

**IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000**

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 45 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.



## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government required delivery to be made according to the following schedule:

ITEMS NO.	QTY	DELIVERY DATE	SHIP TO ADDRESS
0001AA	5 EA	45 DAYS ADC	NAVSEA INDIAN HEAD DIVISION RECEIVING OFFICER BUILDING 116 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035
0001AB	AS SPECIFIED AT TIME OF AWARD	(*)	SAME AS CLIN 0001
0001AC	AS SPECIFIED AT TIME OF AWARD	(*)	SAME AS CLIN 0001
0002	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0003	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0004	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0005	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0006AA	5 EA	45 DAYS ADC	SAME AS CLIN 0001
0006AB	AS SPECIFIED AT TIME OF AWARD	(*)	SAME AS CLIN 0001
0006AC	AS SPECIFIED AT	(*)	SAME AS CLIN 0001

TIME OF AWARD			
0007	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0008	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0009	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0010	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0011AA	5 EA	45 DAYS ADC	SAME AS CLIN 0001
0011AB	AS SPECIFIED AT TIME OF AWARD	(*)	SAME AS CLIN 0001
0011AC	AS SPECIFIED AT TIME OF AWARD	(*)	SAME AS CLIN 0001
0012	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0013	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0014	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001
0015	AS SPECIFIED WHEN OPTION IS EXERCISED	(*)	SAME AS CLIN 0001

(\*) 160 Each due 60 days after date of award or exercise of option with 160 each delivered every 60 days thereafter until all deliveries are complete.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer  
Indian Head Division  
Naval Sea Systems Command  
101 Strauss Avenue  
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

**NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☒ a separate invoice for each activity designated to receive the supplies or services.  
☒ a consolidated invoice covering all shipments delivered under an individual order.  
☒ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**INVOICE MAILING INSTRUCTIONS**

MAIL INVOICES TO: **Indian Head Division-NAVSEA  
 Comptroller Dept., Code 021  
 Accounting and Finance Division BLDG. 1601  
 101 Strauss Avenue  
 Indian Head, MD 20640-5035**

NOTE: It is extremely important that your invoice be mailed to the address cited above. **FAILURE TO DO DO WILL RESULT IN A DELAY OF YOUR PAYMENT.** Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact; however, the official invoice must be mailed to the Indian Head Comptroller Department.

**HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**

## (a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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**IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator:  
Phone Number: (301)744-

Payments/Invoicing:  
Phone Number: (301)744-

Technical Representative:  
Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer \_\_\_\_\_ at (301) 744- .

**IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<b><u>HOLIDAY</u></b>	<b><u>DATE OF OBSERVANCE</u></b>
New Year's Day	01 January (Tuesday)*

Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<b>AREA</b>	<b>FROM</b>	<b>TO</b>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

#### **IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000**

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be ( ) maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: **Code 2110WW**).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

#### **IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000**

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of **Code 2110WW**.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**IHD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award



## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986

52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(a) The Contractor shall deliver **5 unit(s)** of Lot/Item **0001AA, 0006AA AND 0011AA** within **45** calendar days from the date of this contract to the Government at NAVSEA INDIAN HEAD DIVISION for first article tests. The

shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within as indicate below. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

OPTION 1	WITHIN 365 DAYS AFTER CONTRACT AWARD
OPTION 2	WITHIN 365 DAYS AFTER OPTION 1
OPTION 3	WITHIN 365 DAYS AFTER OPTION 2
OPTION 4	WITHIN 365 DAYS AFTER OPTION 3

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

#### 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program

clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

(End of Clause)

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

1. DRAWINGS 13281001 REV D, 13280999 REV A AND 13350007 REV A
2. FIRST ARTICLE TEST PLANS
3. REQUEST FOR DEVIATION #W2-00
4. PAST PERFORMANCE MATRIX
5. PAST PERFORMANCE COVER SHEET/INTERVIEW SHEET

NOTE: ALL THE ABOVE ATTACHMENTS ARE LOCATED AT THE END OF THE SOLICITATION IN PDF FORMAT. ITEMS 4 & 5 WILL BE REMOVED AT TIME OF AWARD.

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.215-7	Annual Representations and Certifications--Negotiation	OCT 1997

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

#### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

#### (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;



\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,  
County, Zip Code)**

**Name and Address of Owner and Operator of the  
Plant or Facility if Other Than Offeror or  
Respondent**

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336419.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

-----

-----  
 Listed Countries of Origin  
 -----  
 -----

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

##### (a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End ProductsLine Item NumberCountry of Origin (If known)

(End of provision)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry;  
or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$ \_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the



Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

**5252.211-9000 NOTICE TO OFFERORS - USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)**

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

<b><u>Class I ODS Identified</u></b>	<b><u>Specification/Standard</u></b>
--------------------------------------	--------------------------------------

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

## CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price Supply** contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**NAVSEA INDIAN DIVISION  
ATTENTION: RUTH ADAMS  
101 STRAUSS AVENUE  
INDIAN HEAD, MD 20640-5035**

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov/far/](http://www.arnet.gov/far/)

**HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to engineering or technical support to Code 2110WW, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

**HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

## **IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**

### **THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:**

**GENERAL INFORMATION:** Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

The offeror shall submit the following information;

1. Five (5) copies of the technical proposal, Volume I
2. Two (2) copies of the past performance information, Volume II.
3. Two (2) completed and signed solicitation packages, with all representation and certifications executed, and with prices in Section B, Volume III – price proposal

**OFFERORS SHALL ADDRESS THE FOLLOWING FACTOR :** (Listed in order of importance) Information shall be submitted in three separate volumes or folders as detailed below.

**VOLUME I – TECHNICAL PROPOSAL-** Shall address Factors as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar). Page count does not include offeror's Quality Control Manual.

#### **Factor 1 – Management and Quality Assurance**

The offeror shall provide an organization chart with information on how all work efforts will be managed.

1. The offeror shall identify procedures for tracking work in process and provide a milestone chart for each individual item. Although exact dates are not required in response to this solicitation, this chart shall identify the start time as Award of Contract and include the sequential start and finish times for the following events. This chart shall contain as a minimum the following time lines.
  - a. Award of Contract (If First Article is not required, skip to timeline j.)
  - b. Ordering of First Article Material
  - c. Receipt of First Article material
  - d. Start of First Article Manufacturing
  - e. Inspection points
  - f. Out-processing (Heat treat, plating etc)
  - g. Completion of First Article manufacturing
  - h. Shipping of First Article Material to NAVSEA IHDIV, NSWC
  - i. Receipt notification of First Article Acceptance

- j. Ordering of Production Material
  - k. Receipt of Production Material
  - l. Start of Production Manufacturing
  - m. Inspection points
  - n. Out-processing (Heat treat, plating etc)
  - o. Completion of manufacturing
  - p. Final inspection of Production Material by the cognizant Contract Administration Office (If First Article is not Required)
  - q. Shipping of Production Material to NAVSEA IHDIV, NSWC
2. The offeror shall provide a copy of their Quality Control manual that documents all aspects of corporate quality control. This manual shall be evaluated to insure the offeror has the appropriate controls in place to meet the requirements of item 1, Management and Quality Assurance and item 2, Technical Comprehension.

#### Factor 2 – Technical Comprehension

The offeror shall provide an in-depth plan detailing how the following processes will be performed, controlled and monitored:

- 1. Subcontractor support for:
  - a. Purchase of incoming materials including verification and certification.
  - b. Any part of the manufacturing process not performed by the offeror.
- 2. Mechanical calibration and measuring equipment:
  - a. Calibration intervals are based on stability, purpose and degree of use
  - b. Inspection laboratory has environmental controls
  - c. Calibration standards are traceable to National Institute of Standards and Technology (NIST)
- 3. Documentation Control:
  - a. Quality Assurance procedures
  - b. Specifications
  - c. Inspection instructions
- 4. Understanding of Dimensioning and Tolerancing Standard ANSI Y14.5M.

#### Factor 3 – Facilities and Equipment

The offeror shall submit a sketch of the plant facility showing square footage of shop and list equipment and number of people and labor categories involved in the manufacturing process and listing all manufacturing and inspection machines/equipment available in-house to effectively produce and deliver all items for which they are requesting to be considered.

- a. Point of contact and telephone number of the contracting officer of contracting officer's representative
- b. Dollar value of the contract
- c. Detailed description of the work performed

- d. Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
- e. Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

**Note: An offeror is required to submit the technical information as detailed above. Failure to do so may render an offer ineligible for award.**

**II. VOLUME II – PAST PERFORMANCE ( Shall contain only the Past Performance Information not to exceed 12 pages total.)**

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix (Attachment 4 ), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding; (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and the quality of products.

The offeror will submit the Past Performance Questionnaires (attachment 5) to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror shall instruct the reference to complete the past performance Questionnaire and return it directly to:

Naval Surface Warfare Center  
101 Strauss Avenue BLDG 1558  
Indian Head, MD 20640-5035  
Attn: Karen A. Tindley, Code 1142J

The offeror selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist by **9 June 2003** may result in the inability of the Government to rank the offerors past performance.

**NOTE: PAST PERFORMANCE INFORMATION AND QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO THE SOLICITATION AS LISTED IN SECTION J.**

**III. VOLUME III – PRICE PROPOSAL (Shall contain only the price information)**

Although price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made. Price will be evaluated by the Contract personnel to determine fair and reasonableness through the most appropriate method available.

This folder/binder shall contain (2) complete copies of the solicitation (the RFP) with all representations/certifications executed and pricing appropriately noted in Section B or any continuation sheets.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE:

52.217-5	Evaluation Of Options	JUL 1990
252.217-7026	Identification of Sources of Supply	NOV 1995

## CLAUSES INCORPORATED BY FULL TEXT

**HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

**HQ M-2-0012 WAIVER OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING) (NAVSEA) (JUL 2000)**

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the Offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s) \_\_\_\_\_  
 \_\_\_\_\_

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted by for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.

(d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that **\$1,500 for Exterior Insulator, \$2,000 for Beakers and \$1,500 for Forward Fairings** will be the cost to the Government for first article testing.

(e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references to the first article will not be applicable.

**IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)**

- I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal  
Past Performance  
Price

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the Government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

#### A. TECHNICAL PROPOSAL

1. The following technical factors shall apply:

Management & Quality Assurance  
Technical Comprehension  
Facilities & Equipment

2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.

3. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

#### B. PAST PERFORMANCE

1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP.

2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.



- a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:
  - i. Product Quality. The offeror's demonstrated ability to conform to contract specification requirements.
  - ii. Reliability. The offeror's demonstrated ability to conform to contract requirements.
  - iii. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.
  - iv. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:
  - a. Neutral: Offeror does not have any past performance information available for evaluation. Offeror does not receive merit or demerit for this evaluation factor.
  - b. Exceptional: Deliveries are on time and meet contract requirements. Product exceeded contract specifications. Waiver requests, if any, are very infrequent. When a problem does arise, the offeror reacts in a prompt, efficient and effective manner to resolve the problem and minimize any delay.
  - c. Average: Most deliveries are on time and meet contract requirements. The offeror may have submitted a few waiver requests, however, delivery, supply and quality problems have been resolved promptly.
  - d. Poor: Many deliveries have been late and/or have not met contract requirements. Numerous waivers have been requested. The Government and the offeror have expended a significant amount of time, effort and money in resolving problems surrounding supply, delivery and quality of product and service. Failure to perform consistently with contract requirements has resulted in termination and failure to provide customer service.
4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information and fails to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

## C. PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.
2. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

## METHODOLOGY

The offeror's submission in response to Factors 1, 2 and 3 shall be reviewed by the technical review team. Each factor shall be reviewed based on the merits of the information contained in the offeror's submission. Each factor shall be reviewed and assigned a score as follows:

Factor 1 – Management and Quality Assurance  
 Factor 2- Technical Comprehension  
 Factor 3- Facilities and Equipment  
 Factor 4 - Past Performance  
 Factor 5 – Price

Once all evaluations are complete the corresponding scores will be tabulated and placed in a chart as follows in this example:

<u>Offeror</u>	<u>Factor 1,2&amp;3 Score*</u>	<u>Past Performance Rating</u>	<u>Price</u>
A	88	Excellent	\$1,300,000
B	93	Excellent	\$1,400,000
C	0**		\$1,295,000
D	89	Excellent	\$1,350,000
E	93	Poor	\$1,500,000

\* Not to exceed 100

\*\* Technical proposal not submitted.

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B ( if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would not be considered for award based on the POOR past performance rating.

Note: (1) In accordance with clause HQ-M-2-0012 Waiver of First Article Requirements (Government Testing) proposed prices for offerors requiring first article shall be adjusted by the government for evaluation purposes to include the cost of first article testing to the government.

Note: (2) If in the best interest of the government to Contracting Officer may consider dual awards under this solicitation.

NOTES:

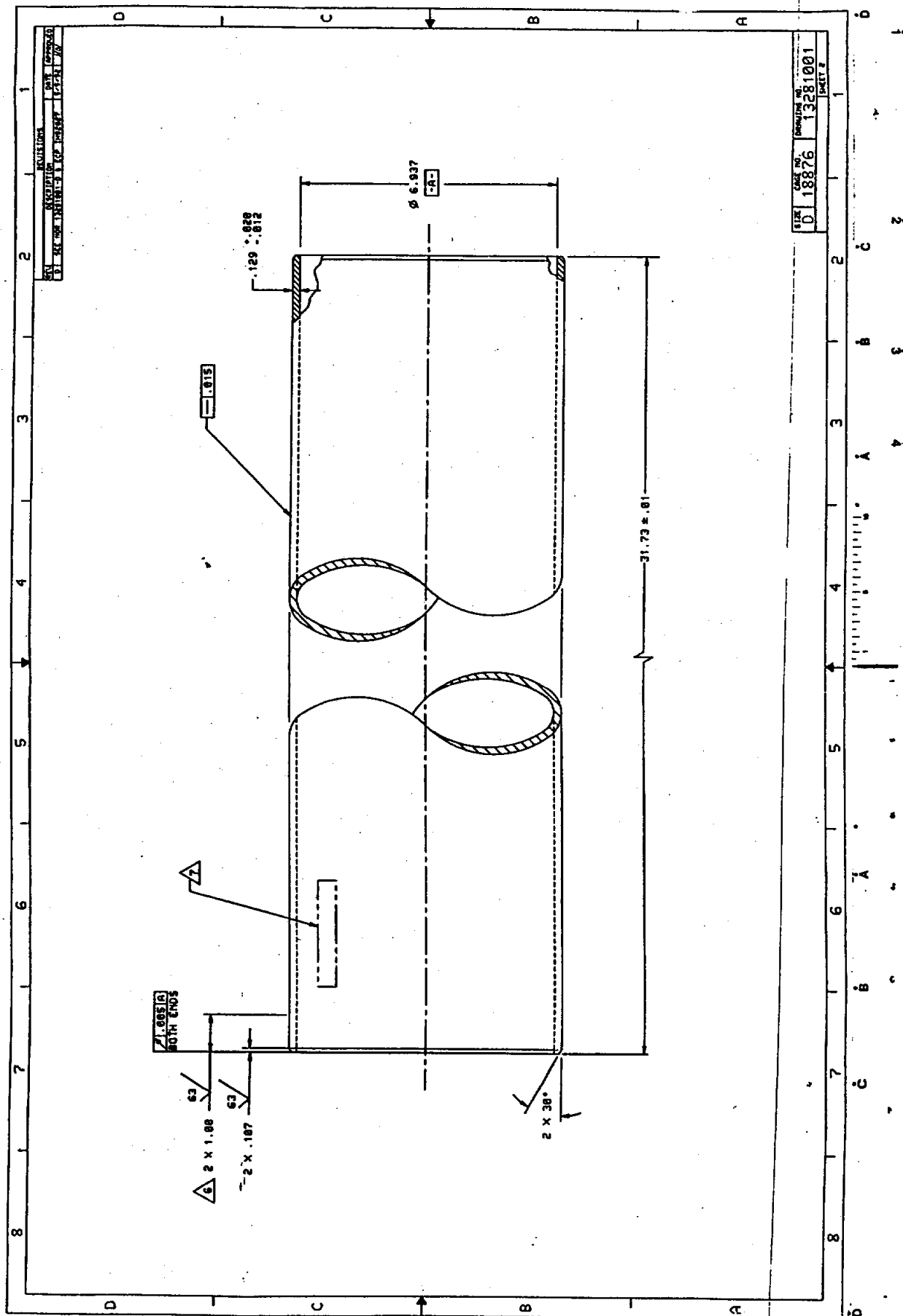
1. INTERPRET DRAWING IN ACCORDANCE WITH DOD-STD-100.
2. MATERIAL, PLASTIC TUBE, LAMINATED, THEMOSSETTING PER L-P-509 TYPE IV, GRADE 616. COLOR SHALL BE CONTRASTING TO BLACK. (SEE NOTE 3).
3. MATERIAL CHARACTERISTICS:
  - A. MINIMUM SPECIFIC GRAVITY SHALL BE 1.70.
  - B. MINIMUM AXIAL COMPRESSION STRENGTH SHALL BE 28,000 PSI.
  - C. MINIMUM BONDING STRENGTH SHALL BE 2800 POUNDS FORCE.
4. ALL SURFACES OF THE BEAKERS SHALL BE FREE OF MOLD RELEASE AGENTS AND OIL. MARKS ARE ALLOWED ON THE OUTER SURFACE OF THE BEAKER.
5. USE OF SILICONE BASED RELEASE AGENTS IS PROHIBITED.
6. THE SURFACE FINISH APPLIES THRU THE 1.00 DIMENSION ONLY.
7. INK STAMP DRAWING NO. WITH CURRENT REVISION LETTER AND LOT NO. IN 0.25 INCH-RICH CHARACTER, TYPE 1 COLOR INK, APPROXIMATELY 1/16" HIGH, USING BLACK INK PER A-A-208, TYPE 1 COLOR INK: 37838 PER FED-STD-595.
8. ITEM SHALL BE FREE OF SEPARATIONS, COIDS, BLISTERS, FISSURES, FOREIGN MATERIAL, MAROUL SCORING, DISCOLORATIONS, AND SCRATCHES THAT CUT INTO OR THROUGH THE FIRST LAYER OF CLOTH WITHIN THE FOLLOWING EXCEPTIONS:
  - A. OUTER DIAMETER SURFACES - FOREIGN MATERIALS THAT DO NOT EXCEED 0.25 INCH DIAMETER (NOT MORE THAN 3 PER 6 INCH LENGTH) AND ADHERES STRONGLY TO THE SURFACE.
  - B. INTERNAL - FOREIGN MATERIALS NOT TO EXCEED 0.25 INCH DIAMETER, THAT ARE MOLDED IN THE TUBE AND DO NOT DISRUPT THE CLOTH SURFACE.
  - C. INNER DIAMETER SURFACE - FOREIGN MATERIAL AND PHENOLIC BLACK SPOTS ARE SMALLER THAN 0.06 INCH DIAMETER (NOT MORE THAN 3 PER 6 INCH LENGTH) AND ARE STRONGLY ADHERED TO THE SURFACE. MAROUL SCORES THAT DO NOT CUT THROUGH THE FIRST CLOTH LAYER.

CLASSIFICATION AND NUMBER	CHARACTERISTIC	INSP LEVEL MIL-STD-105 LEVEL 1 AQL	METHOD OF INSP	REMARKS	ZONE
MAJOR 101	MATERIAL		NOTE 9C, P AND G	NOTE 9D	NOTES 2 AND 3
MAJOR 102	.129 ± .020	1.0	SPE		C-2
MAJOR 103	31.73 ± .01	.065	SPE		A-4
MAJOR 104	[.015]	1.0	SPE		D-3
MAJOR 105	PROHIBITION OF SILICONE RELEASE			NOTE 9D	NOTE 5
MAJOR 106	NO VISUAL DEFECTS	2.5	VISUAL		NOTE 8
MINOR 201	.187	2.5	SPE		C-7
MINOR 202	30" (2 PLACES)	2.5	SPE		B-7
MINOR 203	NO RELEASE AGENT	2.5	VISUAL		NOTE 4
MAJOR 107	Ø 6.937	1.0	SPE		C-1
MINOR 205	63/ (2 PLACES)	2.5	SPE		C-7, D-7
MINOR 206	[.005(A) BOTH ENDS	2.5	SPE		D-7
MINOR 207	MARKING	2.5	VISUAL		NOTE 7

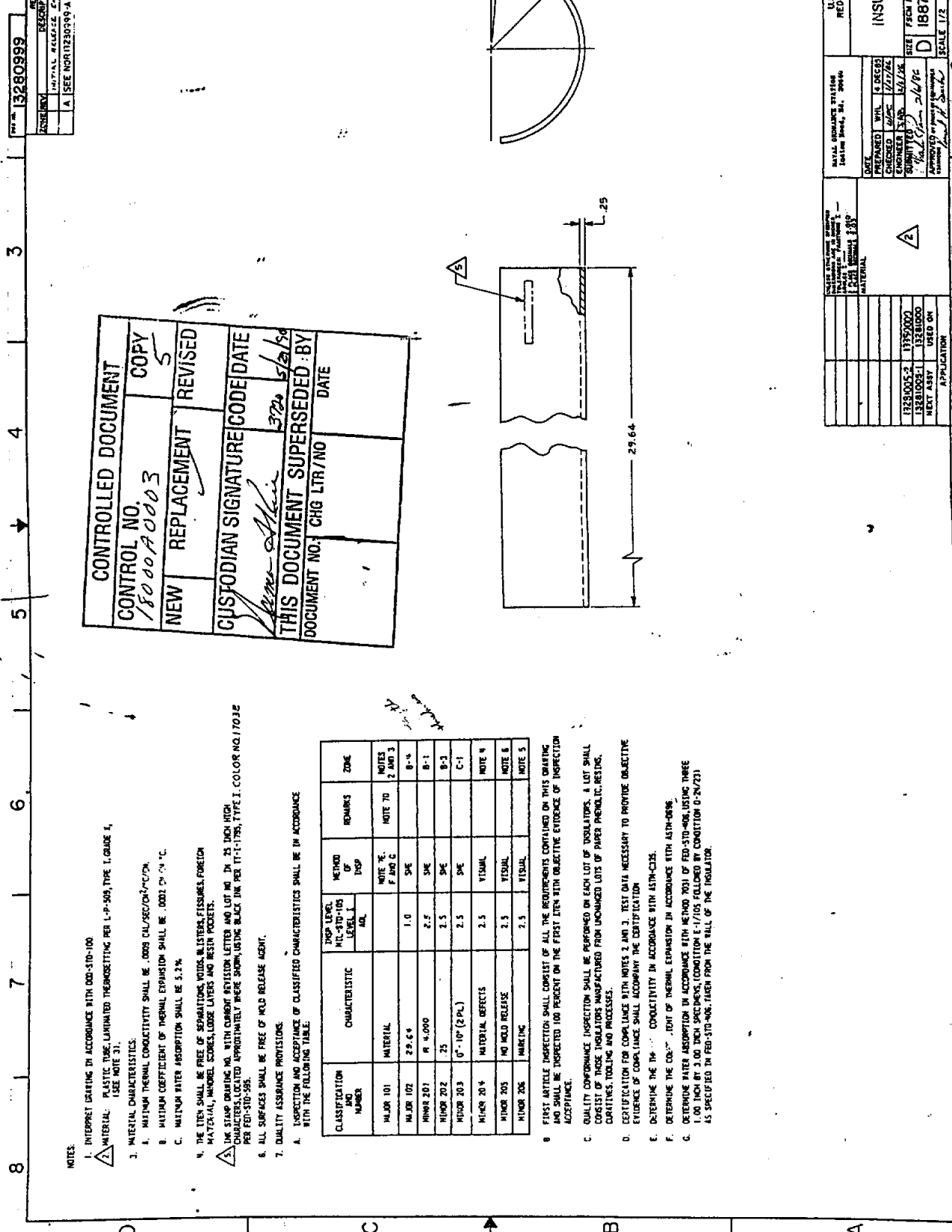
9. QUALITY ASSURANCE PROVISIONS:
  - A. INSPECTION AND ACCEPTANCE OF CLASSIFIED CHARACTERISTICS SHALL BE IN ACCORDANCE WITH THE ADJACENT TABLE.
  - B. THE FIRST ARTICLE TEST SAMPLE SHALL CONSIST OF SIX BEAKERS MANUFACTURED UTILIZING PRODUCTION MATERIALS TOOLING AND PROCESSES. ONE BEAKER SHALL BE WRAPPED TO A MINIMUM THICKNESS OF 0.005 INCHES. THE BEAKERS SHALL BE INSPECTED FOR BONDING STRENGTH (SEE NOTE 3). THE FILE BEAKERS SHALL BE INSPECTED FOR SPECIFIC GRAVITY AND DIMENSIONAL CHARACTERISTICS. THE BEAKERS SHALL BE INSPECTED FOR MOLD RELEASE AGENTS AND FOREIGN MATERIAL ON THE INNER SURFACE (NOTES 4 AND 8). METHODS USED TO TEST FOR PRESENCE OF MOLD RELEASE AGENTS AND FOREIGN MATERIAL ARE OPTIONAL, SUBJECT TO ACCEPTANCE BY THE GOVERNMENT.
  - C. QUALITY CONFORMANCE INSPECTION SHALL BE PERFORMED ON EACH LOT OF BEAKERS. A LOT SHALL CONSIST OF THOSE BEAKERS MANUFACTURED FROM THE SAME TOOLING AND PROCESSES.
  - D. CERTIFICATION FOR CONFORMANCE TO NOTES 2, 3, 4 AND 5. TEST DATA NECESSARY TO PROVIDE OBJECTIVE EVIDENCE OF CONFORMANCE SHALL ACCOMPANY THE CERTIFICATION FOR CONFORMANCE TO NOTE 3.
  - E. THE SPECIFIC GRAVITY SHALL BE TESTED IN ACCORDANCE WITH ASTM D-782 USING TWO 1.00 INCH BY 1.00 INCH SPECIMENS CUT FROM OPPOSITE SIDES OF THE TUBE.
  - F. AXIAL COMPRESSION STRENGTH SHALL BE TESTED IN ACCORDANCE WITH ASTM D-695, USING A 1.00 INCH LONG SPECIMEN OF THE FINISHED TUBING.
  - G. BONDING STRENGTH SHALL BE TESTED IN ACCORDANCE WITH ASTM D-229, USING FOUR 1.00 INCH BY 1.00 INCH X 0.5 INCH SPECIMENS CUT FROM THE 0.75 INCH BEAKER.

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Attachment (1)



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Attachment (1)



## **FIRST ARTICLE TEST PLAN**

### **SR 121- Rocket Motor Beakers US AMCOM Drawing 13281001**

Inspect five units for:

1. All dimensions on US AMCOM Drawing 13281001
2. Visual Inspection as specified by Note 8 US AMCOM Drawing 13281001
3. Specific tests as found in Note 8 as follows:
  - a. Specific Gravity Tests IAW ASTM D792
  - b. Axial Compression Test IAW ASTM-D695
  - c. Bonding Strength Test IAW ASTM-D229

Data Items:

1. Certification of Note 2 US AMCOM Drawing 13281001
2. Certification of Note 3 US AMCOM Drawing 13281001
3. Certification of Note 4 US AMCOM Drawing 13281001
4. Certification of Note 5 US AMCOM Drawing 13281001
5. Report of following tests:
  - a. Minimum Specific Gravity
  - b. Minimum Axial Compression Strength
  - c. Minimum Bonding Strength
6. Monthly Status Report

Historical Problems:

1. Meeting the major 102 run-out requirement
2. Understanding the bond strength test sample requirement. This requires wrapping a beaker thick enough so that a rectangular sample required by ASTM-D229 can be machined from the Beaker.

**Attachment (2)**

## **FIRST ARTICLE TEST PLAN**

### **SR 121- Rocket Motor Exterior Insulator US AMCOM Drawing 13280999**

Inspect five units for:

1. All dimensions on US AMCOM Drawing 13280999
2. Maximum Thermal Conductivity Test IAW ASTM C335
3. Maximum Coefficient of Thermal Expansion Test IAW ASTM D696
4. Water Absorption Test IAW ASTM D570

Data Items:

1. Certification of Note 2 US AMCOM Drawing 13280999
2. Certification of Note 3 US AMCOM Drawing 13280999
3. Certification of Note 4 US AMCOM Drawing 13280999
4. Certification of Note 5 US AMCOM Drawing 13280999
5. Certification of Note 6 US AMCOM Drawing 13280999
6. Report of following tests:
  - a. Maximum Thermal Conductivity Test IAW ASTM C335
  - b. Maximum Coefficient of Thermal Expansion Test IAW ASTM D696
  - c. Water Absorption Test IAW ASTM D570
7. Monthly Status Report

Historical Problems:

1. Meeting the major 102 run-out requirement

**Attachment (2)**



## **FIRST ARTICLE TEST PLAN**

### **SR 121- Rocket Motor Forward Fairing US AMCOM Drawing 13350007**



Inspect five units for:

1. All dimensions on US AMCOM Drawing 13280999

Data Items:

1. Certification of Note 2 US AMCOM Drawing 13280999
2. Monthly Status Report

**Attachment (2)**

REQUEST FOR DEVIATION 'AIVER (RFD/RFW)				1. DATE (YYMMDD) 000		Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0168), Washington, DC 20503. <b>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT/PROCURING ACTIVITY NUMBER LISTED IN ITEM 2 OF THIS FORM.</b>						2. PROCURING ACTIVITY NUMBER N00174	
						3. DODAAC SL5013	
4. ORIGINATOR a. TYPED NAME (First, Middle Initial, Last) Michael J. Harmon		b. ADDRESS (Street, City, State, Zip Code) Commander IHDIVNAVSURFWARZEN Indian Head, MD 20640-5035				5. (X one) <input type="checkbox"/> DEVIATION <input checked="" type="checkbox"/> WAIVER	
7. DESIGNATION FOR DEVIATION / WAIVER a. MODEL/TYPE SR121-NP-2				b. CAGE CODE 14083		6. (X one) <input checked="" type="checkbox"/> MAJOR <input type="checkbox"/> MINOR <input type="checkbox"/> CRITICAL	
c. SYS.DESIG. MQM-107		d. DEV/WAIVER NO. W2-00		8. BASELINE AFFECTED <input checked="" type="checkbox"/> FUNCTIONAL <input type="checkbox"/> ALLOCATED <input type="checkbox"/> PRODUCT		9. OTHER SYSTEM/CONFIGURATION ITEMS AFFECTED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
10. TITLE OF DEVIATION / WAIVER Forward Fairing Height Discrepancy							
11. CONTRACT NO. AND LINE ITEM				12. PROCURING CONTRACTING OFFICER a. NAME (First, Middle Initial, Last)			
13. CONFIGURATION ITEM NOMENCLATURE SR121-NP-2 Rocket Motor				b. CODE		c. TELEPHONE NO	
15. NAME OF LOWEST PART / ASSEMBLY AFFECTED Forward Fairing				14. CLASSIFICATION OF DEFECT a. CD NO. b. DEFECT NO. c. DEFECT CLASSIFICATION M110 <input type="checkbox"/> MINOR <input checked="" type="checkbox"/> MAJOR <input type="checkbox"/> CRITICAL			
17. EFFECTIVITY Immediate				16. PART NO. OR TYPE DESIGNATION 13350007			
19. EFFECT ON COST / PRICE See attachment.				18. RECURRING DEVIATION / WAIVER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
21. EFFECT ON INTEGRATED LOGISTICS SUPPORT, INTERFACE OR SOFTWARE None				20. EFFECT ON DELIVERY SCHEDULE N/A			
22. DESCRIPTION OF DEVIATION / WAIVER See attachment.							
23. NEED FOR DEVIATION / WAIVER See attachment.							
24. CORRECTIVE ACTION TAKEN N/A							
25. SUBMITTING ACTIVITY a. TYPED NAME (First, Middle Initial, Last) Michael J. Harmon, Code 571R							
b. TITLE Project Engineer		c. SIGNATURE 					
26. APPROVAL / DISAPPROVAL b. APPROVAL <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED		a. RECOMMEND <input checked="" type="checkbox"/> APPROVAL		c. GOVERNMENT ACTIVITY Indian Head Division, Naval Surface Warfare Center			
d. TYPED NAME (First, Middle Initial, Last) M. Scott Wilmoth, Code 571		e. SIGNATURE 				f. DATE SIGNED (YYMMDD) 20/09/18	
g. APPROVAL <input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED		h. GOVERNMENT ACTIVITY					
i. TYPED NAME (First, Middle Initial, Last)		j. SIGNATURE Attachment (3)				k. DATE SIGNED (YYMMDD)	

### Block 19. Effect on Cost/Price

If this waiver is disapproved, \$38K will be needed to redesign the mold used to manufacture the forward fairings. The forward fairings have a price of \$83.79/unit.

### Block 22. Description of Deviation/Waiver

Required: (M110)  $6.90 \pm .03$  Height

Actual: 10 of 12 samples discrepant.  
The range is 6.9334 to 6.9672.

### Block 23. Need for Deviation/Waiver

The forward fairings exceed the maximum height requirement (M110). The concern is that the discrepant fairing height will be too large as to allow proper thread engagement of the thrust adapter and thrust adapter nut. This discrepancy will not affect the fit of the thrust adapter nut, fairing, igniter assembly and retainer.

To be acceptable, the fairing must still allow engagement of the thrust adapter threads by the thrust adapter nut. The thrust adapter and forward fairing both rest against the forward closure. When threaded into the forward closure, the thrust adapter extends 7.25 inches. The threaded portion of the thrust adapter extends down .8 inches.

The forward fairing fits over the .25 inch thick retaining ring, which retains the forward closure and therefore sits .25 inches higher. The forward fairing fits .53 inches over the retaining ring. The required maximum height of the forward fairing is 6.93 inches. This worst case when the forward fairing has a height of 6.93 inches results in an overall height of 6.745 inches (See Figure 1):

$$\begin{array}{ccccccc} \text{fairing} & & \text{ring} & & \text{gasket} & & \text{overlap} \\ 6.93 + & .25 + & .125 - & .53 & = & 6.775 \end{array}$$

This height gives .475 inches of thread extending above the gasket to the top of the thrust adapter, amounting to approximately 7.5 threads. Thus allowing .505 inches of thread engagement with the thrust adapter nut.

In the actual worst case with the discrepant fairing height of 6.9672 inches, a part stack-up results in an overall height of 6.8122 inches above the forward closure:

$$\begin{array}{ccccccc} \text{fairing} & & \text{ring} & & \text{gasket} & & \text{overlap} \\ 6.9672 + & .25 + & .125 - & .53 & = & 6.8122 \end{array}$$

The worst case discrepant fairing leaves at least .4378 inches of thread engagement for the thrust adapter nut, which amounts to approximately 7 threads. This

amount of thread will allow proper engagement and therefore these forward fairings are acceptable.

The difference between the worst allowable height and the worst actual height is 0.037 inches. This difference can be accounted for by compressing the gasket between the forward fairing and the thrust adapter nut. This will allow a functional fit of the coupler assembly between the thrust adapter nut and the igniter body.

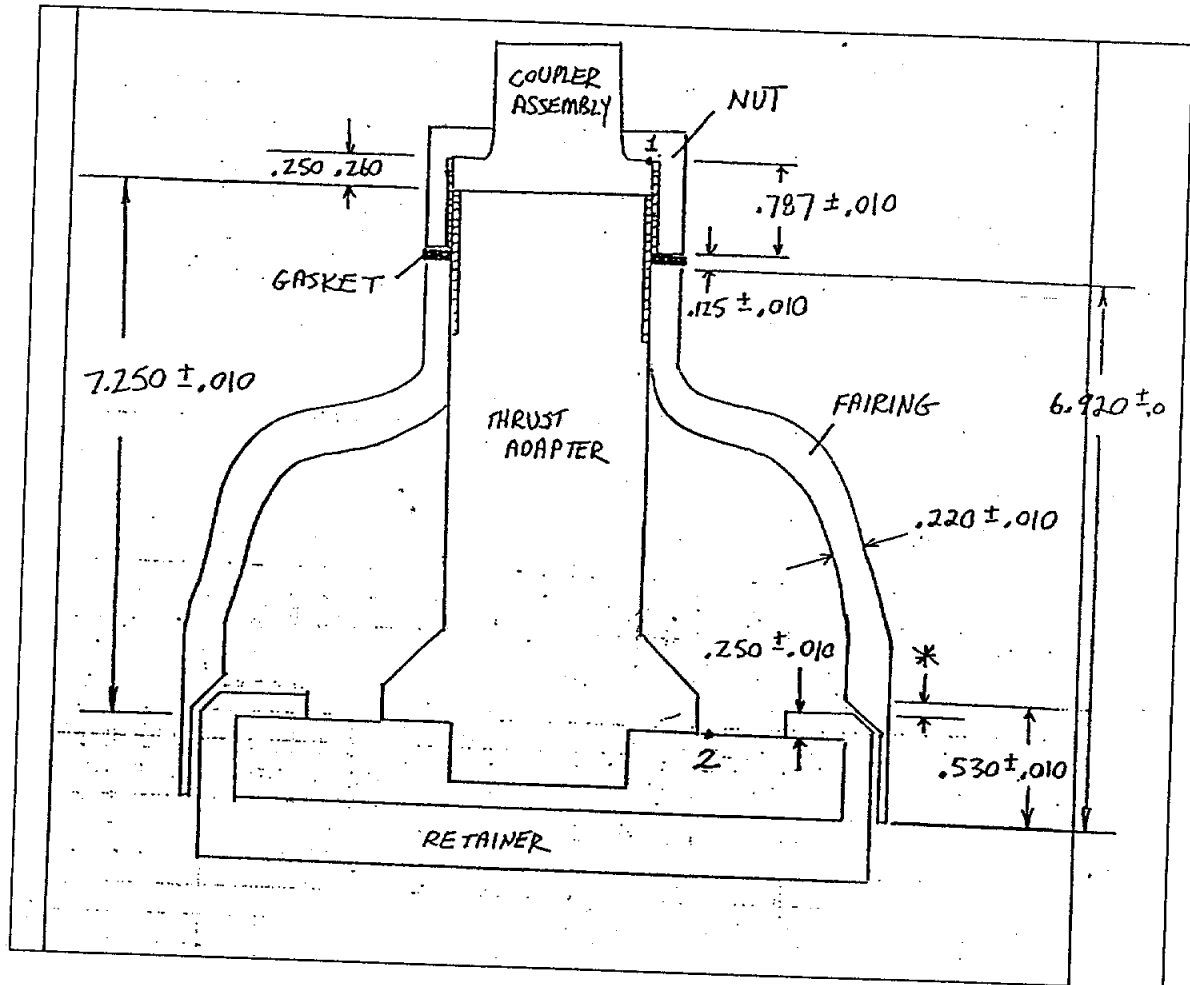


Figure 1: Forward fairing and thrust adapter stack-up.

**PAST PERFORMANCE MATRIX**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation for NO answers</b>

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

ATTACHMENT 4

SOURCE SELECTION INFORMATION SEE FAR 3.104

**PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET**  
**SOLICITATION NUMBER: N00174-03-R-0027**

**RATING SCALE**

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

**EVALUATION CRITERIA**

- |                      |                                                                                                                                                                                                                                                                                                                   |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exceptional -</b> | The offerors performance was consistently superior.<br>The contractual performance was accomplished with<br>Few minor problems for which corrective action taken<br>By the contractor were highly effective.                                                                                                      |
| <b>Average -</b>     | The offerors performance was good, better than average,<br>Etc., and that they would willingly do business with the<br>Offeror again. The contractual performance was<br>Accomplished with some minor problems for which<br>Corrective actions taken by the contractor were effective.                            |
| <b>Neutral -</b>     | No record exists.                                                                                                                                                                                                                                                                                                 |
| <b>Poor -</b>        | The offerors performance was entirely unsatisfactory<br>And that they would not do business with the offeror<br>again under any circumstances. The contractual<br>performance of the element being assessed contains<br>problems for which the contractor corrective actions<br>appear to be or were ineffective. |

## **CUSTOMER SATISFACTION**

1. The referenced contractor was responsive to the Customers needs. E G N P N/A
2. The contractors personnel were qualified To meet the requirements. E G N P N/A
3. The contractors ability to accurately estimate Costs. E G N P N/A

## **TIMELINESS**

4. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. E G N P N/A

## **RELIABILITY**

5. The contractor had a clear understanding of the work Detailed in the SOW. E G N P N/A
6. The contractors ability to complete tasks correctly the first time. E G N P N/A
7. The contractors ability to resolve problems. E G N P N/A

## **PRODUCT QUALITY**

8. The contractors quality and reliability of services delivered. E G N P N/A
9. Quality, reliability, and maintainability of hardware delivered. E G N P N/A

**PLEASE PROVIDE SUBJECTIVE REPOSSES FOR THE FOLLOWING:**

10. Would you recommend this contractor for similar government contracts? Please explain:

11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:

Significantly better than acceptable

Slightly better than acceptable

Acceptable

Slightly less than acceptable

Entirely unacceptable

13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:

Highly cooperative

Cooperative

Somewhat uncooperative

Highly uncooperative

Thank you for taking the time to complete the above information.

Interviewers Name: \_\_\_\_\_, Date \_\_\_\_\_.

ATTACHMENT 5

SOURCE SELECTION INFORMATION SEE FAR 3.104



**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET  
FOR SOLICITATION NUMBER N00174-03-R-0027**

Name of offeror questionnaire is being completed for:

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Name of company completing questionnaire:

---

Name of the person and title completing questionnaire:

---

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Length of time your firm has been involved with the offeror:

---

Type of work performed by referenced offer:

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**SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:**

NAVSEA INDIAN HEAD, SURFACE  
WARFARE CENTER DIVISION  
101 Strauss Avenue, Bldg 1558  
Indian Head MD 20640-5035  
Karen A. Tindley, Contract Specialist,  
Code 1142J  
BY: June 6, 2003

**ATTACHMENT 5**

**SOURCE SELECTION INFORMATION SEE FAR 3.104**